

MEMORANDUM OF UNDERSTANDING BETWEEN THE OFFICE OF GOVERNOR GAVIN NEWSOM, THE CHANCELLOR'S OFFICE AND GOOGLE LLC

This Memorandum of Understanding ("**MOU**") is entered into as of the date last signed below (the "**Effective Date**") by and among Google LLC, a Delaware limited liability company ("**Google**"), the Office of Governor Gavin Newsom, Governor of the State of California ("**Governor's Office**"), and its agencies and departments, and the California Community Colleges Chancellor's Office ("**Chancellor's Office**") (individually a "**Party**" and collectively the "**Parties**").

The Parties wish to set forth a proposal for a strategic multi-party collaboration in this MOU, as described further in Attachment A (the "**Collaboration Activities**"). This MOU is not exhaustive and does not address all terms and conditions that may be agreed to by the Parties in one or more mutually acceptable, definitive, binding contracts ("**Definitive Agreement**"). Signing this MOU will not obligate the Parties to sign a Definitive Agreement. This MOU is non-binding and creates no contractual obligations on any Party.

WHEREAS the State of California is a global leader in innovation, research, development, human capital, and entrepreneurship;

WHEREAS the Governor's Office, through its agencies and more than 150 departments, strives to accelerate innovation, develop a skilled state workforce, and promote results-oriented practices in partnership with private sector partners and more than 150 departments statewide;

WHEREAS the Chancellor's Office, a state government agency, developed Vision 2030, a collaborative action plan that provides focus, equity, and direction to California's community colleges in specific areas of access, support, and success. California's community colleges are an economic engine in workforce development and train the next generation of California workers;

WHEREAS Google is a world-leading technology company headquartered in California that is positioned at the forefront of Artificial Intelligence (AI) hardware and software development, deployment, and use;

WHEREAS AI, including Generative AI (GenAI), has the potential to catalyze innovation and the rapid development of a wide range of benefits for Californians and the California economy, such as advances in economic development, workforce enablement, statewide innovation, and to push the bounds of human creativity and capacity; and

WHEREAS the Parties desire to work together in partnership to responsibly and thoughtfully utilize AI to drive significant advances in economic development, workforce enhancement, and innovation for all Californians.

The Parties agree as follows:

- 1. Non-binding Nature of the MOU.** This MOU is non-binding and does not create any legally binding rights or obligations and does not create any legally cognizable or enforceable rights or remedies, legal or equitable, in any forum whatsoever between the Parties. In addition, the commitments in this MOU are not conditioned upon reciprocal actions by a Party; each Party retains full discretion over implementation of its commitments in light of the Party's individual circumstances, laws, and policies. No Party is required to enter into any binding agreement related to this MOU, including Attachment A.
- 2. Term; Termination.** The term of this MOU will commence on the Effective Date and will remain in effect until the earlier of (i) thirty-six (36) months, or (ii) terminated by a Party with thirty (30) days' written notice to the other parties (without any liability or obligation to any Party).
- 3. Relationship between the Parties.** This MOU does not create a joint venture, partnership, agency or other form of business association between the Parties.
- 4. Intellectual Property Rights.** This MOU does not govern or enable access or use of any Party's products and services. Under this MOU, there is no intellectual property transfer and no Party grants any Party intellectual property license or right, express, by implication, estoppel or otherwise. Additionally, the Parties do not intend to jointly create any intellectual property under this MOU. If, during the term of the MOU, joint intellectual property development appears possible, the Parties will discuss an agreeable mechanism to resolve ownership of any jointly developed intellectual property. If Google hardware, software or services are described, they may be separately obtained if and as available subject to the applicable terms and conditions.
- 5. Disclaimers.** No Party will be bound by, or be liable for, any alleged representation, warranty, promise inducements or statement of intention. This MOU does not create any third-party beneficiary rights in any individual or entity.
- 6. Publicity.** Google may not make any public statement regarding this MOU without the prior written approval of the Governor's Office and Chancellor's Office. Each Party releasing the public statement will give good-faith consideration to any feedback provided by the other Parties.
- 7. Governing Law.** The rights and obligations of the parties and the interpretation and performance of this MOU shall be governed by the laws of the State of California, excluding any statute which directs application of the laws of another jurisdiction.
- 8. Counterparts and Delivery.** The Parties consent to electronic signatures and may execute this MOU in counterparts, including facsimile, PDF, and other electronic copies, which taken together will constitute one instrument.

9. Personnel and Resources. This MOU does not involve the exchange of funds, nor does it represent any obligation of funds by any Party. All costs that may arise from activities covered by, mentioned in, or pursuant to this MOU will be assumed by the Party that incurs them, unless otherwise expressly stated in a future written arrangement in accordance with applicable laws. All activities undertaken pursuant to this MOU are subject to the availability of funds, personnel and other resources of each Party. The personnel designated by a Party for the execution of this MOU will work under the orders and responsibility of that Party and any other organization or institution to which the personnel already belongs, at all times maintaining any preexisting employment relationship only with that Party and organization or institution, and not with any other Party.

10. Compliance with Applicable Laws. This MOU will be construed consistent with all applicable laws, and activities undertaken in connection with this MOU will be subject to, and will be undertaken in a manner consistent with, all otherwise-applicable laws.

11. Interpretation and Application. Any difference that may arise in relation to the interpretation or application of this MOU will be resolved through consultations between the Parties, which will endeavor in good faith to resolve such differences.

12. Amendments. This MOU may be modified at any time by mutual consent of the Parties. Any modification will be made in writing and specify the date on which such modification is to become effective.

[SIGNATURE PAGE FOLLOWS]

The Parties, by signature of their authorized representatives, have executed this MOU as of the date signed below.

Gavin Newsom
Governor of California

DATE: _____

ON BEHALF OF
Google LLC

ON BEHALF OF THE
California Community Colleges
Chancellor's Office

Matthew Schneider
Managing Director of SLED,
Google Public Sector

SONYA CHRISTIAN
Chancellor of California Community
Colleges

DATE: _____

DATE: _____

ON BEHALF OF THE
State of California Labor & Workforce
Development Agency

ON BEHALF OF THE
State of California Government
Operations Agency

STEWART KNOX
Secretary

NICOLAS MADUROS
Secretary

DATE: _____

DATE: _____

ON BEHALF OF THE
Governor's Office of Business and
Economic Development

DEE DEE MYERS
Director

DATE: _____

ATTACHMENT A

Collaboration Activities

NOW, THEREFORE, this MOU intends to establish a framework for government and industry collaboration in California and aims to position the Parties to achieve substantial and sustainable benefits. The Parties have reached the following understanding:

Objectives:

- Use GenAI to drive significant advancements in economic development, workforce enhancement, and innovation across California, ensuring that both our private sector partners and the State are positioned to achieve substantial and sustainable benefits.
- Work in partnership to increase equitable access to GenAI tools and develop a GenAI-ready workforce.
- Provide tomorrow's startups the tools and training they need to master GenAI today so that California will continue to be the location of choice for the most innovative companies.

Google and Governor's Office

Google LLC (Google) and the Office of Governor Gavin Newsom (Governor's Office) recognize the importance to California of accelerating an innovative and skilled workforce and promoting practices in partnership between the Governor's Office (by and through its agencies and 150 departments) and private sector partners. To meet these goals, Google may collaborate with the Governor's Office to make the following initiatives available for state agencies and departments as well as educational institutions to enable California to enhance the lives of its citizens. Moving forward with any of the initiatives below is subject to the execution of a mutually agreed-upon contract.

1. Supporting California's Students and Teachers:

- Google's Grow with Google ("GwG") program may provide the [Generative AI for Educators](#) course to all California educators.
 - Developed by experts at Google in collaboration with MIT RAISE (Responsible AI for Social Empowerment and Education), this no-cost course is built for teachers across disciplines and provides practical, hands-on experience.

- After completing the course, teachers earn a certificate, which they can present to their district for professional development (PD) credit, depending on district requirements.
- Google may offer Google AI Essentials to community colleges in the state to help train community college students, faculty, staff, and administrators.
- Google may create and make available California Gemini Academy, which would combine Google-specific Gemini product training and AI literacy.
- Google may co-create and launch a Google for Education AI+Edu Fellowship for a specific cohort of California educators.
- Google may partner with educational institutions in California to offer [Study Hall](#), a YouTube + Classroom + Google Public Sector collaboration that leverages education content creators and Google platforms.
- Google may make available YouTube [Cloud learning content](#) focused on AI, cyber, and data analytics that drives learners towards hands-on, deeper learning for practice/assessment, and paths to [affiliate employer](#) challenge labs and hiring programs.
- California's educational institutions and government/nonprofit workforce development organizations may apply for the [Google Cloud Career Launchpad program](#) to access the certificates and courses at no cost to upskill their students and workforce program participants.

2. Supporting all Californians:

- Google may offer an introduction to Generative AI Learning Path Course free-of-charge to all Californians. [This learning path](#) provides an overview of generative AI concepts, from the fundamentals of large language models to responsible AI principles.
- Google may also offer [Google AI Essentials](#), a self-paced course designed to help Californians across roles and industries get essential AI skills to boost their productivity, with zero experience required. The course is taught by AI experts at Google.

3. Supporting State Employees:

- The Governor's Office and Google may work together so that GwG could offer California state government workers access to our AI Essentials course, pending ethics and compliance approvals and transmittal letter process.

- The Governor's Office and Google may work together so that Google Public Sector could offer California state government workers enablement support for implementation of GenAI projects on Google Cloud infrastructure, subject to any applicable state procurement rules.
- Google may, in collaboration with the Governor's Office, assist state employees with on-demand, virtual training to acquire new skills or boost existing knowledge through [Google Cloud Skills Boost](#).
- Google Cloud may enable access to collaboration tools and cloud computing resources that enable state agencies, departments, and employees to leverage GenAI to improve both state employee and constituent experiences, subject to any applicable fees and licensing terms and any applicable state procurement rules, potentially including, but not limited to:
 - Acquiring licenses for California state employees to access Google's enterprise productivity suite, Google Workspace, which provides custom enterprise email for governments and businesses, including collaboration tools like Gmail, Calendar, Meet, Chat, Drive, Docs, Sheets, and Slides.
 - Accessing Gemini for Workspace, which can improve government employee experiences by harnessing the power of GenAI, thus allowing State of California employees to explore the uses of AI and GenAI in a secure, responsible environment.
 - Providing customized training for state employees using Workspace AI and GenAI platforms, such as Gemini, to advance their skills and knowledge.
 - Providing advanced Google Workspace training sessions for AI and GenAI to create a "train-the-trainers" model within state agencies and departments.

○

4. **Secure Infrastructure purpose-built for AI available for California state and local government entities:**

- Google Cloud, backed by a decade of Google's AI research and development, and fueled by the expertise of Google DeepMind, is positioned to help California's local governments build transformative GenAI experiences with confidence, security, and speed.
- Subject to applicable enterprise agreement terms and conditions from Google Public Sector, Google and the Governor's Office may enable state and local governments to take advantage of Google's advances

in infrastructure, foundations models, and safety to help make GenAI accessible and useful for everyone.

- Google Cloud and the Governor's Office will enable state and local government agencies to leverage purpose-built supercomputing architecture that is optimized for AI: Google Cloud's AI Hypercomputer, the only fully integrated architecture specifically designed for GenAI and other AI workloads.

5. Cloud Infrastructure for California Start-ups:

- Google and the Governor's Office may support increased AI access for startups by running Startup Schools at no cost for interested startup founders, employees, and developers so that they can take advantage of the opportunities that AI provides business owners.
- Google may provide access to [Grow with Google Digital Coaches](#). This program, led by fellow community members, empowers Small to Medium-sized Businesses (SMBs) with ongoing digital skills workshops. These workshops explain the basics of AI and how AI-powered tools can help SMBs be more efficient, customer-centric, and data-driven.

6. Security for AI:

- Google may support the Governor's Office's efforts to protect and defend against threats with AI, while also providing, subject to enterprise agreements and terms, curated tools and services to secure personal and state AI data, models, applications, and infrastructure. Google's Secure AI Framework (SAIF) provides a taxonomy of risks associated with AI workloads and recommended mitigations. Mandiant's AI consulting services can help organizations support SAIF, assess the security of their AI pipelines, and test their AI defense and response with red teaming.
- Google's cybersecurity executives may provide intelligence briefings, as appropriate to the Governor's Office, regarding the latest cyber threat intelligence.
- Google and the Governor's Office may enter into enterprise agreements for Google Cloud to provide proactive preparation including hardening and detection guidance to protect against a destructive attack or other security incidents to keep Californians' data secure.

Chancellor's Office

The Chancellor's Office may undertake the following strategic initiatives in partnering with the Parties to this MOU, which is subject to the applicable Party's separate agreement with Google. The districts are locally governed, independent agencies, and separate legal entities from the State of California and the Chancellor's Office. To the extent that any of the below strategic initiatives require the participation of any community college or district, Google will need to enter into an agreement with the respective district(s).

1. Shared Resource Access:

- Chancellor's Office may:
 - lead efforts in identifying a resource-sharing platform to manage and allocate AI hardware, software, and other resources as well as establish clear guidelines and criteria for resource allocation to ensure equitable access in coordination and collaboration with community college districts,
 - lead efforts in identifying existing workforce training centers to include state-of-the-art AI labs to ensure these centers are equipped with the necessary hardware and software to support hands-on learning and practical experience in AI in coordination and collaboration with community college districts, and
 - provide administrative and logistical support for implementing and managing AI educational programs at California community colleges.

2. Customized Curriculum Integration and Development

- Chancellor's Office may:
 - lead efforts to collaborate with industry partners and academic experts to develop and integrate AI literacy modules into existing vocational and technical programs in collaboration and consultation with community college districts and their academic senates as well as other community college stakeholders,
 - lead efforts in identifying foundational digital literacy courses that prepare students for more advanced AI-focused training, and
 - focus on practical, hands-on AI applications relevant to high- demand sectors.

3. Expert Engagement, Networking, and Industry Exposure

- Chancellor's Office may:
 - organize practical, industry-focused AI workshops and seminars tailored to local job market needs in consultation and coordination with community colleges and districts,
 - lead collaboration with regional employers to offer hands-on training sessions on AI tools used in various industries,
 - facilitate "AI in Industry" type panel discussions with professionals from diverse sectors to showcase real-world AI applications, and
 - work with city and county governments and community colleges and districts to identify AI-driven solutions for local challenges, involving students in real-world projects.

4. Faculty Development Initiatives

- Chancellor's Office may:
 - work with community colleges and districts and their respective academic senates to identify faculty members to become AI ambassadors, focusing on practical, industry- relevant AI applications,
 - identify short-term, intensive AI training programs for faculty members teaching in vocational and technical fields in coordination and consultation with community colleges and districts and their respective academic senates and other stakeholders,
 - facilitate cross-district collaboration to integrate AI concepts into diverse academic programs, and
 - assist and support industry-led workshops and seminars to keep faculty updated on the latest AI trends in various sectors.

5. Joint Research and Innovation Ventures

- Chancellor's Office may:
 - collaborate with regional businesses and community colleges and districts to develop AI solutions for practical, industry- specific challenges, and
 - identify incubator programs for AI-driven startups focused on community-level applications.

6. Certifications and Credential Programs

- Chancellor's Office:
 - lead efforts in creating stackable AI certificate programs that align with local industry needs and can be integrated into existing associate degree programs, and
 - lead efforts in developing short-term, intensive AI boot camps for rapid workforce upskilling in coordination and collaboration with community colleges and districts.

7. Job Creation for Public Sector and Commercial Enterprise

- Chancellor's Office may:
 - lead efforts to expand AI certificate programs across the community college system, focusing on practical, industry- aligned skills,
 - identify short-term AI literacy courses for community members, enhancing overall AI readiness of the local workforce, and
 - partner with community colleges and districts, city governments and local businesses to create AI apprenticeship programs, providing hands-on experience and job placement opportunities.